App F IX 4

195 52-53 (C M)

File No 58-52

Serial Nos 3, 4, 5, 6, 7, 8, 9

Previous References
C M 76-51-5
C M 76-51-3
C M 58-52-2
C M 16-51-2
C M 240/52

Later References
C M 113-53-1, 2
PLM 12 CBBG

GENERAL AND REVENUE SECRETARIAT

Serial Nos 7

Part B for March 53

SUBJECT

Financial Accommodation from the Bank of Mysore to the Mysore city Municipal Council

WD 01425—GPB—25 000—10 9 1952

L 22014/AG 23-3-53

p. 42/C

The C, S A & B Line

Regd 14

Directs

6275 of 6481

Obtaining of financial accommodation by the Mysore City Municipality from the Bank of Mysore Ltd

Proc

The Manager Bank of Mysore

Letter No 2NS/5611 dated 12.11.52 and No 1.NS/5993 dated 22-11-52

Seeks the guarantee letter for issuing signed by the authorised official and Return

Collectors C.M. 76-51 (Sls 1, 2 & 3) and No. 76-51 (Sls 4 and 5) and No 6'8-52 (Sls 182) on the Bahadur are put up

flag 'P' 2) In G.O. No. L 8852-55/C M. 76-51-2 dated 22.11.51 sanction was accorded to the proposal of the Mysore City Municipality to obtain financial accommodation from the Bank of Mysore on an overdraft basis to the extent of Rs 5 lakhs for a period of 10 yrs at a rate of interest not exceeding 3½% payable on the actual debit balance. The Govt standing guarantee for the repayment of principal and the payment of interest subject to the payment of a commission by the Municipality at ½% per annum on the total amount of Rs 5 lakhs guaranteed

flag 'Q' 3) In the subsequent letter No L 1413

6275 J6481/ml

obtaining of financial accommodation by the Mysore city relief from the Bank of Mysore

C.M 76-51-S dated 28.2.52 the Govt guaranteed was modified to cover the Repayment of principal and payment of interest at 4½% per annum as against of 3½% as originally sanctioned.

4) Again the Govt Go No L 12104-7/CM flag 'Y' 58-52-2 dated 28.10.52. The guarantee was further modified to cover the overdraft upto a limit of Rs 5 lakhs at 1% over the Rate of the Reserve Bank of India or the a minimum of 4½%, the Govt also agreeing Redeemable by Rs 1,00,000/- each year as recommended by the municipal Council at the suggestion of the Bank

5) pursuant to the Govt of the above orders the Manager, Bank of Mysore has sent to this office the guarantee bond for Signature by the authorised official to enable them to allow the Municipality to operate the overdraft facility.

6) The draft deed is perhaps to be signed by the Chief Secretary on behalf of the Govt. The draft may also perhaps be scrutinised by the Law Secretary before it is signed

7) Submit for orders.

Rao 27/11/52

8) The draft deed may be referred to the Law Secy for favour of scrutiny Afterwards, this will be

obtaining of financial accommodation by the Mysore Agly Relg from the Bank of Mysore

6275
FR 56481/52

Ls 26(6)
Law

Referred to the Secy Secy

SECRETARY TO GOVERNMENT
DEC 1952
183
LEGISLATIVE DEPARTMENT

29/11

Secy
Ls.f)

Law

9) Ls 7/12 Secy

Law Secy)

GOVT OF MYSORE
9 DEC 1952
A610

9/12

10) If approved the Advocate-General will be requested to scrutinize the deed of Guarantee

11) Law Secy

Mad 9/XII/52

9/12 12)

U O no 2411/1952-53
dt 12/12/1952

GOVT OF MYSORE
10 DEC 1952
A606

13) Forwarded to the Advocate-General 11/1 in Mysore for favour of Scrutiny of Guarantee deed

By order

for Secretary to Govt,
Law Dept

Fsm 1143/52-53
dt 12/12/52

No FD 275/52-53
dt 15/12/52

14 The draft deed of guarantee has been scrutinised by me and the following alterations have been made therein

a) In the fourth line of the 1st page the retention of the words 'represented by' will not amount to a compliance with the Constitution and therefore they have been scored out

b) Similarly in the 7th line of that page the words 'representatives and assigns' have been deleted

GOVT OF MYSORE
16 DEC 1952
985

p t o

c) In the 11th and 12th lines of the 1st page the words beginning with 'represented' and ending with 'Hons' have been deleted, since those words are unnecessary, the Bank of Mysore being an incorporated body must take the document in its own name and not in the name of any of its representatives

d) In the last three lines the following portion

> " the limit also being reducible by one lakh per annum as recommended by the said Municipal Council dated 8th August, 1952 "

is deleted by me The condition imposed by the Government Order dated November 17, 1951 that the Municipal Council shall make a provision in its annual budget for the payment of not less than a lakh of rupees, is a covenant between the State and the Municipal Council with which the deed of guarantee or the Bank of Mysore is not concerned

e) In condition No 1 on page 2 the following words have been added by me to line 3 of that condition

> to the extent of Rupees five lakhs only and the interest thereon as provided above"
> The words 'and the interest thereon' should be delted if the Government is not guaranteeing the payment of interest

f) In condition No 3 of page 2 the word 'and' in line 3 has been altered and substituted by the word 'or'

g) in Condition No 4 of page 2 of the draft, the following portion has to be deleted as it would not be desirable that the guarantee of the State should continue although the Bank and the Municipal Council may make variations in the contract between them

> " the variance made in the terms of the contract or advance with the principal debtor or in the rate of interest ~~of~~ or"

Contd

4526(6)

h) In the portion of the draft relating to the actual execution of the document, I have made suitable alteration so as to comply with the requirements of Art 229 of the Constitution

15 The draft deed of guarantee makes the State liable not only in the sum of Rs five lakhs, but also for the interest payable by the Municipal Council on that amount The Government Order dated October 28, 1952 is not very clear on the question whether the liability of the Government is limited only to the sum of Rs five lakhs or whether the Government have also agreed to be liable for the payment of interest on that amount This matter has to be examined by the Administrative Secretariat and if the intention of the Government is to exclude their liability for the interest, then paragraph 3 of the agreement on page 1 and condition 1 on page 2 requires suitable alteration

16 In paragraph 2 of the dreft on page 1 in the last line, the following words are found

" and has accordingly requested the Bank' What exactly this request is, has to be specified in this paragraph

ADVOCATE-GENERAL
12-12-1952

Tsk

Secy Leg)

16/12

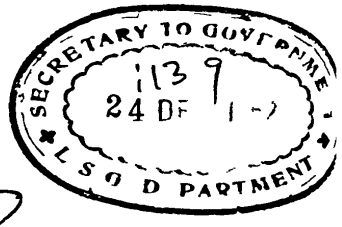
17 The modification now suggested by the A G may be incorporated in the Agreement The Chief Secy to Govt may sign it on behalf of

obtaining ~~the~~ of financial accommodation by the
6481 Mysore City Mly from the Bank of Mysore
TCL

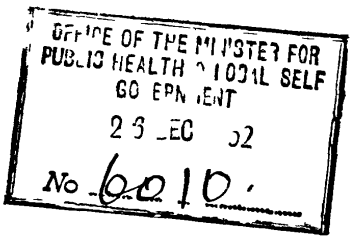
Govt

Mins CSG
thro
Ch Secy

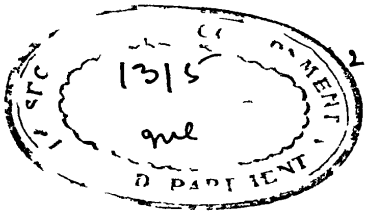
21/12
23/12
18
24/12
24/12
26/12



19
28/12/52



31/12
31/12



20 The draft agreement is already altered by the Advocate ~~general and his suggestions~~ general, incorporating his suggestions in regard to the liability of govt on the interest & the form of the notes / ~~x~~ para 15 – the govt perhaps attends Committee to this also. The Advocate general had already made necessary changes in para 3 of the agreement making govt liable. This may perhaps be affirmed

21 In the light of the remarks of the A G in para 16, the words "to para 2

6481/TU

5100/Laws

"obtaining of financial accommodation from the Syrian Government and/or from the Syrian Central Bank" necessary accommodation" may perhaps be added after the words "and has accordingly requested the Bank" in line 2 of the draft in the last line

22 With the above changes, the file may be ~~sent to~~ referred to the Chief Secretary for issue of orders affirming the agreement as it is decided that the Chief Secretary may sign it on behalf of Govt. In order

MA 9/1

23 In view of the changes suggested by the Advocate General, get a fair draft typed immediately

9/1/53

24 The ~~Draft~~ draft agreement as corrected by the A.G. — a typed copy is put up — flag A

25 In regard to the proposal in para 21, it is for for approval or other orders

26 As regards the point note in para 20, it is already incorporated in the typed copy fairly.

The draft may kindly be ~~sent~~ 10/1 to Defence & Law Secretaries for comments

BM 10/1/53

~~Secretary~~ Secy (Def) 10/1

~~Secretary~~ Secy (Law) 10/1

28) For scrutiny orders early

13/1

Law Secy 13/1

SECRETARY TO GOVERNMENT
1791
12 JAN 1953
LEGAL DEPARTMENT

SECRETARIAT
13 JAN 1953

financial help to City Municipal Council Mysore - Draft for scrutiny

29) It is not clear from the file whether the observations made by the Advocate General at Para 14 (E) and Para 16 which have been reiterated at Paras 20 and 21 of the Notes have been finally approved for being incorporated in the fair draft Put-up which has to be sent to G.O. If approved the Municipal Branch Section will be requested to confirm the same and send the file for further action

30) I think it may be presumed that the Addl Secy agrees to the addition referred to by the Hon'ble Minister in Para 16 (e)

31) The nature of the request has not been embodied in the fair draft as suggested by the Hon'ble Minister in Para 16

Approved
Minister
15/1

General & Revenue Secretariat
Municipal Branch

31) As regards the inclusion of the words in para 14 (e), Government have agreed to stand guarantee for the repayment of loan and interest (vide Government Order dated 22nd November 1952 Flag 'B') Therefore, these words - "to the extent of Rupees Five lakhs only and the interest thereon is provided above" may be included In the final draft these words have been included This may be approved

33) With regard to the nature of request, to be incorporated at the end of 2nd para in the final draft the words "to provide financial accommodation to the extent noted above"

6481 HL

Obtaining financial accommodation by the Mysore city Municipal from 5100 Law the Mysore Bank

is included This may be approved

34) Another point requires clarification is by grant modification to the Recovery of 1/2 / p ~~4 1/2~~ interest that will be paid by the Municipal Council is in accordance with the order of Govt dated 17/22 NOV 57 (Flag P). This point has to be incorporated in the draft agreement also

Subject to Variation

SECRETARIAT GOVERNMENT 1989 20 DEPARTMENT

191

Secy dept

35) I agree Send the final copy of the agreement incorporating all the above Modifications to the Municipal Council for immediately There has been lot of delay already

20/1/53

2011

36) For favour of final approval by the Law Secy

Under Secy Law

2011

37) Reference to Paras 14 to 16 and 34 the final draft of Guarantee deed may be sent to the Advocate-General for remarks with particulars

5100/Law

Financial help to the City Mt Council, Mysore – Scrutiny of draft guarantee deed

reference to the Point raised at Para 34

MAO 23/1/53

38) I am not sure at this stage who has prepared the draft which be consulted about the points raised at para 34

Law Secy)

NM 24/1

39) MAO 24/1

U O No 271 Dy 29-1-53

27 1105

40) Forwarded to the Advocate-General, the for favour of scrutiny

By order

Revenue

for Secy to Govt

Dept 1325/52-3 Dy 28/1/53

NM 28/1/53

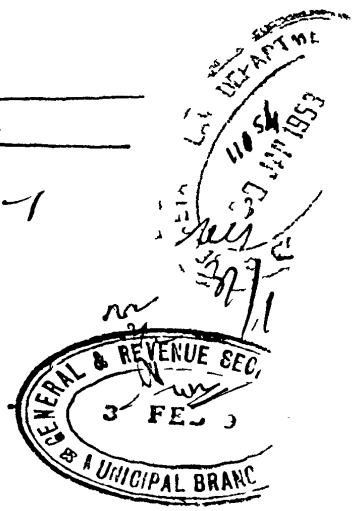
No mm 316/52-53 Dy 29.1.53

41) The draft deed of guarantee which Mr Menon speaks may suggestions shall right and ought be adopted. The 1/2 pc Commission payable to the Govt cannot be properly provided for by the deed of guarantee, – a contract purely between the Govt and the Bank That must if at all be the subject matter of a separate agreement between the Govt and the Mt Council

Advocate

29-1

Secy Revenue Dept



2609 6481/ml

LD

Financial help to the city Municipal Mysore - draft guarantee deed.

---

43) A fair copy of the draft deed as finally approved by the R.G will be got typed for the signature of the Deed by the Chief Secy on behalf of Govt

Sd/- 5/2/53

43) Yes

Sd/-

44) Typed final Copies of the aforesaid are put up

45) The file may now be referred to the Chief Secretary for Signing the Deed.

Sd/- 7/2/53

Secy

Sd/-

46) 7/2

For 7/2

SECRETARIAT COUNTER No. 206 7 FEB 1953 L S G DEPARTMENT

47) Received instructions from the Secretary to verify and find out whether the deed of guarantee has to be executed on a stamped paper and if so the value of the document

7/2

Sd/- Krishnamurthy 10/2/53

48) The Legislation Branch may be instructed whether the deed of guarantee has to be executed on a Stamped paper

SECRETARIAT DEPARTMENT 10 FEB 1953 LEGISLATIVE

Under Secy Legislation

4.2.53

9/2

5100/Law

Financial help to the City Municipal Council, Mysore – Scrutiny of draft guarantee deed

reference to the Court raised at Para 34

MAG 23/1/53

38) I am not sure whether the Law Secretary who has prepared the draft might be consulted about the points raised at para 34

Law Secy)

MM 24/1

39) MM 24/1

U O No 271 Dt 29-1-53

40) Forwarded to the Advocate-General for favour of scrutiny

MM 28/1/53

By order

Revenue Secretary to Govt Land Dept

Dem 1325/52-3 Dt 28/1/53

No MM 316/52-53 Dt 29.1.53

41) The draft deed of guarantee which Mr. Narasimha Murthy suggests should not only be adopted but the ½ pc Commission payable to the Govt cannot be properly provided for by this deed of guarantee, – a contract purely between the Govt and the Bank That must be a table be the subject matter of a separate agreement between the Govt and the Mysore Municipal Council

Advocate

29-1

Asst Secy Municipal)

MM 24/1

GENERAL & REVENUE SEC. 3 FEB 3 MUNICIPAL BRANCH

DEPARTMENT 30 JAN 1953

2609 6481/ml
LD

Financial help to the city of Mysore draft guarantee deed.

---

43) A fair copy of the draft deed as finally approved by the B.G will be got typed for the signature of the Deed by the Chief Secy on behalf of Govt

Sec 5/2/53

43) Yes
Sd

44) Typed final copies of the Deed are put up

45) The file may now be referred to the Chief Secretary for signing the Deed.

Sec 7/2/53
Sd

Secy
Sd

46) 7/2

SECRETARIAT GOVT. OF MYSORE
L.S.G DEPARTMENT
2206
7 F

47) Received instructions from the Secretary to verify and find out whether the deed of guarantee has to be executed on a stamped paper and if so the value of the document

7/2

Sri Kang
Mas 10/2/53

LEGISLATIVE DEPARTMENT
10 FEB 1953

48) The Legislation Branch may be instructed whether the deed of guarantee has to be executed on a Stamped paper

Under Secy Legislation

9/2

Financial Helps to the City Municipal Council Mysore – Deputation

Guarantee deed 6487 Rs 5100 0 5367

2609 LD 6487 Rs 5100 0 5367 Vesting Deed

50) These papers may kindly be referred to by the Law Branch

Reference para 48

51) Law) NW 11/2

Jag 10/2/53 Mab 10 2 53

11/2

52) No stamp duty is leviable on the deed of Guarantee by virtue of the proviso to Sec 3 read with Sec 29 of the Stamp Act

(Law Secy) NW 16/2

SECRET BY LAW DEPARTMENT 14 FEB 1953 GOVT OF MYSORE

53) Jagirdar NW 16/2

Asst Secy Mund) NW 18/2

REVENUE SECRET 18 FEB 1953 MUNICIPAL BRANCH

54) Putupa letter immediately to the H Comm Mysore stating the deed may be signed and sent to Govt immediately the letter must be despatched today

18/2

SECRETARY TO GOVERNMENT 3129 18 FEB 1953 DEPARTMENT

55) Draft letter to the Addl Commr Mysore as put up for approval

18/2/53 Secy Dept

18/2 Mysore

3497 ✓ 8222/rd

Financial Accomodation to the Mysore Municipal Council Mysore - by the Bank of Mysore

—

To

The Hl Comm Mysore
(Mr Preddy)

L 20453 / ERL 58-52-4 dated 20-2-53

CMM 21/2

5b) I contacted the General Manager, Mysore Bank and enquired re the procedure to be adopted in executing the deed of guarantee. He told me to send a copy of the deed of guarantee for information and return. Please send a copy immediately

24/2

5c) Hqrs Collr to see Manager, Bank Mysore & put up for approval

5d) Issue

the 24/2/53

Dy Manager
Bank of Mysore Ltd

L 20596 / ERL 58 52-6 dated 24-2-53

69 ~ 9165/ml

Financial help to the city mfg. of Mysore - draft guarantee deed

---

Proc

The Manager Bank of Mysore

No. INS. 2108 dt 27/2-1953

States that the modifications have their approval and requests to forward the deed of guarantee duly completed.

5a) The 1st Copy of the 1 Deed sent to the Bank has been returned by them

6a) The Deed has to be signed now by the Secretary

b) It is for orders whether the Deed has to be typed again or may be executed on the Carbon Copy itself

7/3/53 6c) yes p/ type today

7/3/53 7/3

63) Typed Deed put up

7/3/53 64) Supt to compare + put up 9th p.m. 7/3

65) The draft is compared 9/3/53 Sam

The dft deed is submitted for signature on behalf of the Rajpramukh

Secy 9/3

6922 S9165/M

Financial help to the city Mcl Mysore — draft Guarantee deed for signature

Chf Sec) 9/3

L S G Sec) 11/3

Put up a draft letter to the Mysore Bank and also another letter to the Controller S A O requisitioning Rs Pr

11/3

To the Manager
The Bank of Mysore Ltd

L 21620 /Eff 58-52-8 dated 13-3-53
directs the Deed of Guarantee duly executed by the Chf Sec to Govt of Mysore

From
The Manager
Bank of Mysore Ltd

Ref Dms /2493 dated 13-3-53
Acknowledge the Deed of Guarantee

69 sr 5916 Sm

Financial Accommodation from the Bank of Mysore to the Mysore City Corp.

To the Collector of the Controller & Auditor General Copy of the proceedings, Mysore as per note for approval.

14/3/53

Sm 14/3

Issue

Sm

To the Controller, S A & A.O.

Copy to the Comm. Mysore City Proceedings L. 22014/EM 58 52-9 dated 23-3-53

Secretary

P/14

Sm 13/4

8222
23 JAN 1953
GENERAL ASSISTANT

THE BANK OF MYSORE LTD

(INCORPORATED IN MYSORE STATE LIABILITY OF MEMBERS LIMITED)

CENTRAL OFFICE

5367/Caw

TELEGRAPHIC ADDRESS MYSOREBANK
TELEPHONE NO 2228
PLEASE QUOTE THIS REFERENCE INS/ 843 POST BOX NO 37

BANGALORE 24th Jany.53

The Secretary to Government,
Local Self Government Department,
Secretariat,
Bangalore

CR 58-52-5

27 Ja 53

Dear Sir,

Re Advance of Rs 5-lacs to the city Municipal Council, Mysore against Government Guarantee

We write to state that the guarantee/bond in respect of the above loan has not yet been received duly completed by you We request you to forward the same early to enable us to permit the advance to the Municipal Council, Mysore

Where is this pending our ref? Let me know today S.

Yours faithfully,
for Manager.

6481/ml 22/1/53

28/1 2811 SMAS

1955 7

Submitted the main file bearing D No 6481/ml has been referred to the Under Secy, Law after incorporating certain changes proposed by the A G

Secy Law 2811

/53 for scrutiny

TO GOVT DEPT 880

Ma 28/1

Law Sec 28/1 2811

Law Secy)

69 vn J 9160/54

Financial Accommodation from the Bank of Mysore to the Mysore City Society

Office Copy of the Controller's Order Copy of the President Mysore City Society's letter for approval.

14/3/53

Issue

14/3

To the Controller, S Rly

Copy to Comm Mysore (The President)

L.22014/EM 58 52-9 dated 23-3-53

Receipts

P/14

13/4

Sl No 26] +++

780

GOVERNMENT OF MYSORE

General and Revenue Secretariat

Requisition for papers

Section C.M

A

B

Filed

Deposit No

File No 58-52

Serial No 1, 2

To be put up with Diary No 4487 of 195

Signature MS Srinivasa

Branch

Section

Date 15/10/56 15

WD 015471—GPB–2 000 pads of 100 shts each–18-1 52

4082 Gel. B.

THE BANK OF MYSORE LTD

(INCORPORATED IN MYSORE STATE LIABILITY OF MEMBERS IS LIMITED)

CENTRAL OFFICE

TELEGRAPHIC ADDRESS MYSOREBANK
TELEPHONE NO 2228
PLEASE QUOTE THIS REF NO INS/5611

POST BOX NO 37
BANGALORE

12th November 1952

The Secretary to Government,
Local Self Government Department,
The Secretariat,
Bangalore

Dear Sir,

We write to acknowledge receipt of the copy of the Government order No L 12104-7/C M 58-52-2 dated 28th October '52 in respect of the Government Guarantee for the Overdraft accommodation of Rs 5 lacs to be permitted to the City Municipal Council, Mysore We enclose herewith the guarantee letter in this regard which may kindly be retransmitted to us duly signed by the authorised official, to enable us to allow the Overdraft to the Municipal Council

Yours faithfully,

MANAGER

Encl 1

P

Regn 26/4

THE BANK OF MYSORE LTD.

(INCORPORATED IN MYSORE STATE LIABILITY OF MEMBERS IS LIMITED)

CENTRAL OFFICE

TELEGRAPHIC ADDRESS MYSOREBANK
TELEPHONE NO 2228
PLEASE QUOTE THIS REF NO INS/5993

POST BOX NO 37
BANGALORE 22nd November 52

REVENUE SECRETARIAT 6481 NOV 1952

The Secretary to Government,
Local Self Government Department,
Secretariat,
Bangalore.

URGENT 58-52-3

Dear Sir,

Re Advance of Rs 5-lacs to the City Municipal Council, Mysore against Government Guarantee

Reference is invited to the correspondence resting with our letter No.Ins 5611 of the 12th instant We understand from our Mysore Branch that the Municipality is anxious to avail themselves of the accommodation granted at an early date We shall therefore, be glad if you can please expedite transmission of the deed of guarantee to us so that we may instruct our Mysore Branch to make the advance

Yours faithfully,

S. MANAGER.

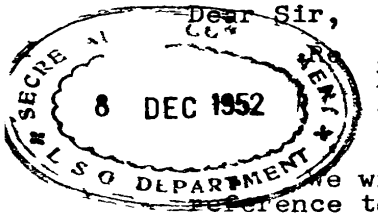
THE BANK OF MYSORE LTD

INCORPORATED IN MYSORE STATE LIABILITY OF MEMBERS

CENTRAL OFFICE

TELEGRAPHIC ADDRESS MYSOREBANK
TELEPHONE NO 2228
PLEASE QUOTE THIS REFERENCE INS/ 6710 POST BOX NO 37
BANGALORE 5th Dec 1952

The Secretary to Government,
Local Self Government Department,
Secretariat,
Bangalore.



Dear Sir,

Re Advance of Rs.5 lacs to the City Municipal Council, Mysore, against Government Guarantee

We write to invite your kind reference to our letters No 5611 and 5993 of the 12th and 22nd ultimo respectively and request you to transmit to us early, the deed of guarantee to enable us to advise our Mysore Branch to make the limit available to the Municipal Council

Yours faithfully,

MANAGER.

9/12

Sri HAS The file has been referred to the Law Secy on 9.12.52 after Draft Bill is ready

10/12/52

The return of the file may be awaited -

10/12

13/12

THE BANK OF MYSORE LTD

(INCORPORATED UNDER THE STATE LIABILITY OF MEMBERS IS LIMITED)

CENTRAL OFFICE

TELEGRAPHIC ADDRESS MYSOREBANK

TELEPHONE NO.

PLEASE QUOTE THIS REFERENCE INS/7766 POST BOX NO 37

BANGALORE 27th Decr 52

The Secretary to Government,
Local Self Government Department,
Secretariat,
Bangalore

Dear Sir,

Re Advance of Rs.5-lacs to the City Municipal Council, Mysore against Government Guarantee

Referring to the correspondence resting with our letter No Ins 6711 of the 5th instant, we shall thank you to let us know when we may expect the guarantee bond duly completed, regarding the above advance

Yours faithfully,

Manager

S.367

Law

The main file referred to on the overleaf has been sent to the Advocate-General vide this Dy No. 5700 dated 29-1-53 & approved this will be sent in Continuation requesting him to expedite the main file

MSN 30/1/53

U O No 274 31-1-53

Dy No 319

Forwarded to the Advocate-General in Mysore for favour of expediting the main file referred to above

By order
MS Ananda
for Secretary to Govt
Law Dept

No. Dd. 319/52-53
dt 2-153

The file was sent on 29/153 with my memo

Adv

SEC 11328 - 4 FEB 1953 GOVT

1-2

Law:

The main file has been called to me for

The main file was sent to Municipal Br on 3/2/1953 This may be sent in Continuation to be placed with the main file

By order

MSN 5/3/

Two - note file & Sheet 6/ earlier copies of the above may be used for preparation of the above may and the relevant may be annexed

yes

Sd/-
9/4/53

GENERAL & REVENUE SECT 7 FEB 1953 MUNICIPAL BRANCH

Mysore Govt. Secretariat,
~~xxxxxxxxxxx,xxxxxxxx~~

GOVERNMENT OF MYSORE

No L 20454/Off58-52-4 ~~General and Revenue Secretariat~~
Mysore Govt Secretariat,
Dated, Bangalore 18th February 1953

From

The Secretary to the Government of Mysore
Local Self Government Department
& Planning Departments

To

The Municipal~~ity~~ Commissioner,
Mysore City Municipality,
(through the President)

Sir, Ref:- your letter No C2PR35/53 Mysore dated 25 2 53

Subject:- Financial Accommodation to the Municipal Council, Mysore, by the Bank of Mysore, Ltd

---

I am directed to forward herewith a copy of the Deed of Guarantee in respect of the above loan for being signed by you and returned to this office, immediately, through a messenger

The matter should be treated as extremely urgent

Yours faithfully,

~~(V. Venkatachalappa)~~
~~Secretary~~ Secretary to Government,
L S G & Planning Departments

Rec'd 20/2/53 at 4 P.M.
LNS 2 18/2

19/2/53

Mysore Govt. Secretariat,
xxxxxxxxxxx.xxxxxxxx

L 20457/C&I 58-52-5 28th February 1953

2-one

xxxxxxxxx
& Planning Departments.

The Municipal Commissioner,
Mysore City Municipality,
(through the President) Mysore.

Subject - Financial Accommodation to the Municipal Council, Mysore, by the Bank of Mysore, Ltd.

Ref Your letter No.C2.P R 37/51-52 dated 13-2-53

...

I am directed to forward herewith a copy of the Deed of Guarantee in respect of the above loan for being signed by you and returned to this office, immediately, through a messenger.

The matter should be treated as extremely urgent.

Yours faithfully,

(V Hanumanthappa)
for Secretary to Government,
I S G & Planning Departments.

LIS.2.19/2.

Appendix F G—1]

SUBJECT Advance of Rs 5 lakhs to the Officers of Municipal Council Agra against Govt guarantee

CM 58-52-6

Section

File No

Serial No

Diary No of letter replied to

No R 20596 of 24-2-53

To

The Manager

B'ment of Agra, Ltd

B'lore

Generel and Revenue Secretariat

( )

the *195*

Sir,

Date of issue

As desired by you during our telephonic talk today I forward herewith a copy of the draft deed of guarantee ~~with the~~ incorporating therein the modifications suggested by the Advocate General for ~~clarification~~ clarification early ~~Reference~~

Signed by

Your faithfully

Asst Secy

Asst. Secy

List of enclosures

Copied by RKS 24/2 your

Examined by

WD 01416—GPB— 30 000—11-10 52

Dy Secy

24/2/53

Dy. Secy

5361/52

No CR PR 37/5152

Encls

GENERAL & REVENUE SECRETARIAT 8772 18 FEB 1953 MUNICIPAL BRANCH

5751 Law

CITY MUNICIPAL COUNCIL,
P B No 17
Mysore, Dated 13-2-53

FROM

THE MUNICIPAL COMMISSIONER,
City Municipal Council
MYSORE

To

The Secretary to Government,
L S G & Planning Departments,
Bangalore-1
(Through the President).

SECRETARIAT L S G DEPARTMENT 17 FEB 1 9

Sir,

Subject - Financial accommodation to the Mysore city Municipality by the Bank of Mysore on an over draft basis.

Adverting to G O.No L 12104-7/CM 58-52-2 dated 29th October 1952 on the above subject, I request you kindly to intimate if the guarantee to be given by the Government for obtaining the financial accommodation from the Mysore Bank by the City Municipal Council, on an over draft basis has been duly executed As the question of obtaining the financial accommodation from the Mysore Bank is being pressed by the Manager of the Bank with a view to avoid lapse of provision by the Bank authorities, I request the favour of a very early orders of Government in the matter.

Yours faithfully,

(F M Abdul Rahim)
Municipal Commissioner.

13 2 53

Forwarded with compliments,

A Krishnamurthy Pao

(A Krishnamurthy Pao)
President

The Connected file may kindly be returned immediately

Under Secy (Legislation) Law

18/2

5751
Cancl

The connected file has been returned to the
Addl Secy Mf on 18/2/53 in this branch
No. 5367/Cancl This may be returned to Mf Br
Br Secy
minute

GENERAL & REVENUE SECRETARIAT
9165
MAR 1953
MUNICIPAL BRANCH

THE BANK OF MYSORE LTD.

(INCORPORATED IN MYSORE STATE LIABILITY OF MEMBERS IS LIMITED)

CENTRAL OFFICE

TELEGRAPHIC ADDRESS MYSOREBANK
TELEPHONE NO 2228
PLEASE QUOTE THIS REF NO INS/ 2108

POST BOX NO 37

BANGALORE 27th Feby 53

The Asst Secretary to the Government of Mysore,
Local Self-Government & Planning Departments,
Bangalore

C/M 58-52-J

Dear Sir,

Re Advance of Rs 5-lacs to the Mysore City Municipal council, Mysore against Govt Guarantee

We write to acknowledge receipt of your letter No L 20596/C-M-58-52-6 dated the 24th instant, forwarding therein a draft copy of the deed of guarantee to be executed by the Government, respecting the above advance The modifications made therein, have our approval Kindly forward the deed of guarantee duly completed, to enable us to advise our Mysore Branch to permit the facility to the Municipal Council The draft copy of the deed is retained with us for our records

Yours faithfully,

Manager.

GENERAL & REVENUE SECRETARIAT
MUNICIPAL BRANCH

L. 21620 / apl 58-52-8
Σ' Deed & guarantee
Asst

Mysore Government Secretariat,
xxxxxxxxxxxxxxxxxxxxxxx

13th Mar. 3

xxxxxxxxxx
& Planning Departments

The Manager,
The Bank of Mysore Ltd ,
Head Office,
Avenue Road, Bangalore City.

Re - Advance of Rs 5-lacs to the Mysore City Municipal Council, Mysore, against Govt. Guarantee

---

I am directed to forward herewith the DEED OF GUARANTEE in respect of the above advance, duly executed by the Chief Secretary to the Government of Mysore, the receipt of which may please be acknowledged.

The letter of acknowledgement may be sent through the bearer of this Deed who is an official of this office

Yours faithfully,

13/3

(V Hanumanthappa)
Asst Secretary to Government,
L S G & Planning Departments.

LNS.2.13/3.

Appendix F G—1]

SUBJECT Financial accommodation from the Bank of Mysore to the Mysore City Rural

Section C M

File No G B-52

Serial No 9

Diary No of letter replied to

No L 22014 dt 23/3/53

To

The Accountant, S A D

General and Revenue Secretariat

( )

the *195*

Sir

In connection with this office letter no L 8856/C M 76-51-3 dated 17 11 51 on the above subject Copy enclosed for ready reference, I am directed to state that a deed of guarantee for repayment of the loan ~~and interest~~ to be obtained from the Bank by the Mysore City and all in accordance with the terms of G O nos L 8852-55/C M 76-51-2 dt 17. 11 51 and no L 12104-7/C M 52-53-2 dt 28 10 52 has been executed on 11 3 53 and given to the Bank to enable

Date of issue

Signed by

List of enclosures

Copied by

Examined by

the Municipality to operate upon
this account

Since the Govt. has stood
guarantee for the Loan, necessary
provision is now proposed ~~to~~
~~the Loan~~ to be made adequate
provision is made by this Act
for payment of this money to be
obtained from the Bana Circle
Fees as a first charge on
the municipal Revenues by
necessary periodical Statement
of accounts of this Loan as a Statutory
Condition shall to be prescribed.
Fees can may be obtained to
which ~~etc~~ this provision the Loan
stands only be used for this purpose
for which it is sanctioned and
not for discharging any existing
Loan. The Budget of the municipality
shall be so framed that adequate
provision is made every year
to the repay this overdrawals at the rate Rs one lakh
every year. Arrangement for Recovery
by Commission at ½ % on the
guaranteed amount of Rs 5 ~~lakhs~~ lakhs
may also be made

(and the due of guarantee is also enclosed)

yours faithfully

Ex Asst S G Secy
14/3/53

Memo with 22015
R 23/3/53
Copy of this proposal
before us for
information

Ex Asst S G Secy
14/3/53

OM

16/3/53

GOVERNMENT OF MYSORE

Mysore Government Secretariat,
~~General and Revenue Secretariat~~,

No L. 22 o 14/c M 5852-9 *Bangalore dated* 23 March 1953

FROM Asst.
THE/SECRETARY TO THE GOVERNMENT OF MYSORE,
LOCAL SELF GOVERNMENT ~~DEPARTMENT~~
& Planning Departments

To
The Controller,
State Accounts Department,
Bangalore.

SIR

Subject - Financial Accommodation from the Bank of Mysore to the Mysore City Municipal Council.

In continuation of this office letter No L.8856/C.M.76-51-3 dated the 17th November 1951 on the above subject (copy enclosed for ready reference) I am directed to state that a deed of guarantee for repayment of the loan to be obtained from the Bank by the Mysore City Municipal Council in accordance with the term of Government Order Nos.L.8852-55/C.M.76-51-2 dated 17th November 1951 and No.L.12104-7/C.M. 58-52-2 dated 28th October 1952 has been executed on 11th March 1953 and given to the Bank to enable the Municipality to operate upon this account.

2. Since the Government has stood guarantee for the loan and the deed of guarantee is also executed, necessary precaution is now required to see that adequate provision is made by the Municipal Council for payment of the money to be obtained from the Bank treating this as a first charge on the Municipal revenues. If necessary, periodical statement of accounts of this loan in a suitable and convenient form to be prescribed by you may be obtained to watch the position. This loan should only be used for the purpose for which it is sanctioned and not for discharging any existing loan. The Budget of the Municipality should be so framed that adequate provision is made every year to repay these overdrawals at the rate of Rs.one lakh every year.

3. Arrangement for recovery of commission at half a percent on the guaranteed amount of Rs.5 lakhs may also be made.

Yours faithfully,

(Sd) V. Hanumanthappa)
Asst. Secretary to Government,
L S G & Planning Departments

LMS.3.1[illegible]/3.

The Municipality to operate upon this account

Since the Govt has stood guarantee for the loan, necessary precaution is now proposed ~~to~~ to see that adequate provision is made by this Act for payment of this money to the Obligation from the Bana Creation this as a first charge on the municipal Revenues by necessary periodical Statement of accounts of this Loan as a Statutory Document fixed to be prescribed. Thus you may be obliged to which ~~etc~~ this position This Loan should only be used for the purpose for which it is sanctioned and not for discharging any existing Loan. The Budget of the municipality should be so framed that adequate provision is made every year to the Repay this over drawals at the rate Rs one lakh every year Arrangement for Recovery by Commission at ½ % on the guaranteed amount of Rs 5 ~~lakhs~~ lakhs may also be made

(Govt this duty guarantee is also executed)

Yours faithfully

Sd/- T R S G Secy
14/3/53

Memo No. L 22015/R23/53
Copy to this President, before any Act for Corporation

Sd/- T R S G Secy
14/3/53

OK
14/3/53

GOVERNMENT OF MYSORE

THE BANK OF MYSORE LTD.

(INCORPORATED IN MYSORE STATE LIABILITY OF MEMBERS IS LIMITED)

CENTRAL OFFICE

TELEGRAPHIC ADDRESS MYSOREBANK
TELEPHONE NO 2228
PLEASE QUOTE THIS REFERENCE.. INS/ **2493** POST BOX NO 37

BANGALORE 13th March 53

The Asst Secretary
to the Government of Mysore,
Local Self-Government & Planning
Departments,
Mysore Govt Secretariat,
Bangalore.

Dear Sir,

Re Advance of Rs.5-lacs to the Mysore City Municipal Council, Mysore against Government Guarantee

We write to acknowledge receipt of your letter No. L/21620/C M 58-52-8 of date enclosing therein the Deed of Guarantee, respecting the above advance and thank you for the same

Yours faithfully,

Manager

13/3/53
S

GOVERNMENT OF MYSORE

Mysore Government Secretariat,
~~General and Revenue Secretariat~~,

No L. 22014/c M 5852-9 *Bangalore dated* 23 March 1953

FROM Asst.
THE/SECRETARY TO THE GOVERNMENT OF MYSORE,
LOCAL SELF GOVERNMENT ~~DEPARTMENT~~
& Planning Departments

To
The Controller,
State Accounts Department,
Bangalore.

SIR

Subject - Financial Accommodation from the Bank of Mysore to the Mysore City Municipal Council.

In continuation of this office letter No.L.8856/C.M.76-51-3 dated the 17th November 1951 on the above subject (copy enclosed for ready reference) I am directed to state that a deed of guarantee for repayment of the loan to be obtained from the Bank by the Mysore City Municipal Council in accordance with the term of Government Order Nos.L.8852-55/C.M.76-51-2 dated 17th November 1951 and No.L.12104-7/C.M. 58-52-2 dated 28th October 1952 has been executed on 11th March 1953 and given to the Bank to enable the Municipality to operate upon this account.

2. Since the Government has stood guarantee for the loan and the deed of guarantee is also executed, necessary precaution is now required to see that adequate provision is made by the Municipal Council for payment of the money to be obtained from the Bank treating this as a first charge on the municipal revenues. If necessary, periodical statement of accounts of this loan in a suitable and convenient form to be prescribed by you may be obtained to watch the position. This loan should only be used for the purpose for which it is sanctioned and not for discharging any existing loan. The Budget of the Municipality should be so framed that adequate provision is made every year to repay these overdrawals at the rate of Rs.one lakh every year.

3. Arrangement for recovery of commission at half a percent on the guaranteed amount of Rs.5 lakhs may also be made.

Yours faithfully,

(Sd/) V. Hanumanthappa)
Asst. Secretary to Government,
L S G & Planning Departments

LNS.3.19/3.

Memo No.L. 2 2015 dt 23/3/53

Copy of the above is forwarded to the President, Mysore City Municipal Council, Mysore, for information.

(V. Hanumanthappa) 1873
By Asst. Secretary to Government,
L.S.G. & Planning Departments.

GOVERNMENT OF MYSORE

Mysore Government Secretariat.

THIS DEED OF GUARANTEE executed this the eleventh day of March One Thousand Nine Hundred and Fiftythree by the Rajpramukh, His Highness the Maharaja of Mysore, acting in the exercise of the Executive Power of the State of Mysore (hereinafter called the Guarantor, which term shall whenever the context so requires or admits mean and include his successors in office,) in favour of the Bank of Mysore, Ltd., a Joint Stock Company incorporated under the Mysore Companies Act and having its Registered Office and principal place of business in Avenue Road, Bangalore City (hereinafter called the Bank which term shall whenever the context so requires or admits mean and include its successors in business, representatives and assigns) is as follows -

Whereas the Municipal Council, Mysore City (hereinafter called the Principal Debtor) has at its special meeting held on Friday, the 22nd June 1951 resolved to obtain financial accommodation to the extent of five lakhs from the Bank on an overdraft basis for the purpose of financing a scheme of tarring the roads in the City and for other revenue yielding schemes and has accordingly requested the Bank to provide financial accommodation to the extent noted above.

Whereas the Government of Mysore have in their Order No.L. 8852-55/C.M.76-51-2 dated Bangalore the 17th November 1951 sanctioned the proposals of the said Municipal Council and offered to stand guarantee for repayment of the principal with interest thereon in respect of the overdraft arrangement and whereas the Government have in their Order No.L.12104-7/C.M 58-52-2 dated Bangalore the 28th October 1952 further agreed that their guarantee for obtaining of the financial accommodation by the Mysore City Municipal Council on an Overdraft basis be limited to five lakhs with interest at one per cent over the rate of the Reserve Bank of India with a minimum rate of 4½ per cent,

Whereas the Bank has agreed to advance the aforesaid sum

sum of five lakhs to the Mysore City Municipal Council for the purposes mentioned above and under the terms and conditions set forth in the two Government Orders referred to above.

Now therefore this Deed of Guarantee, witnesseth that in pursuance of the above agreement and in consideration of the above sum of rupees five lakhs being advanced to the Mysore City Municipal Council, the Guarantor hereby agrees and covenants:

1. That the Guarantor will be jointly and severally liable with the Principal debtor in respect of the amounts due and owing by them in the aforesaid overdraft account to the extent of Rupees five lakhs only and the interest thereon as provided above and will repay the said amount to the Bank if the said principal debtor fails to pay the same on demand.
2. If the principal debtor fails to pay any one or more instalments on the due date or dates, the Guarantor shall immediately thereafter be liable to pay the said instalment or instalments to the Bank.
3. That this Guarantee shall be and have effect as a continuing Guarantee and shall not be revocable by the Guarantor except with the consent of the Bank or until all the amounts due to the Bank as aforesaid are finally discharged.
4. That the taking of any other additional security, or giving of any further or other advances, or the giving of time to the principal debtor or the absence of demand for payment either on the principal debtor or the guarantor shall not operate as a discharge of the Guarantor's liability to the Bank in respect of the amounts guaranteed as aforesaid.
5. That the Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the said principal debtor.
6. That the amount of five lakhs may be allowed to be operated

operated on by the principal debtor and the Bank shall furnish to the Guarantor the State of Overdraft account of the principal debtor only on a written request therefor and not otherwise.

7. That any account settled between the Bank and the principal debtor shall be conclusive evidence against the Guarantor and shall not be questioned by the Guarantor except on the ground of mistake or fraud.

IN WITNESS WHEREOF, Sri N. Puttarangaswamy, I.A.S., Chief Secretary to the Government of Mysore, has under the direction and authority of the Rajpramukh, His Highness the Maharaja of Mysore, hereunto set his hands, this day, month and year above first written, in the presence of witnesses who have attested it

WITNESSES

11/3/53

(N. Puttarangaswamy)
Chief Secretary to Government of Mysore,
For and on behalf of His Highness the
Rajpramukh of Mysore.

1(Sd) D C Nirvani Gowda
Excise Comr in Mysore
Bangalore

2(Sd) H Sadasivaiah
Law Secy to L R to
Govt

Signed on the original deed of Guarantee which is sent to the Mysore Bank

Office Copy

THIS DEED OF GUARANTEE executed this the day of 1952 by the Rajapramukh, His Highness the Maharaja of Mysore, acting in the exercise of the Executive Power of the State of Mysore, ~~represented by~~ ——— (hereinafter called the Guarantor, which term shall whenever the context so requires or admits mean and include his successors in office, ~~representatives and assigns~~) in favour of the Bank of Mysore Ltd , a Joint Stock Company incorporated under the Mysore Companies Act and having its Registered office and principal place of business in Avenue Road, Bangalore City, ~~represented by its Manager for the time being, Sri B V Narayana Reddy, B.A.,(Hons)~~ (hereinafter called the Bank which term shall whenever the context so requires or admits mean and include its successors in business, representatives and assigns) is as follows -

Whereas the Municipal Council, Mysore City (hereinafter called the Principal Debtor) has at its Special Meeting held on Friday, the 22nd June 1951 resolved to obtain financial accommodation to the extent of five lakhs from the Bank on an Overdraft basis for the purpose of financing a scheme of tarring the roads in the City and for other revenue yielding schemes and has accordingly requested the Bank,

Whereas the Government of Mysore have in their Order No L 8852-55/C M 76-51-2 dated Bangalore the 17th Nov 51 sanctioned the proposals of the said Municipal Council and offered to stand guarantee for repayment of the principal with interest thereon in respect of the overdraft arrangement and whereas the Government have in their Order No L 12104-7/ C M 58-52-2 dated Bangalore the 28th October 1952 further agreed that their guarantee for the obtaining of the financial accommodation by the Mysore City Municipal Council on an Overdraft basis be limited to five lakhs with interest at one percent over the rate of the Reserve Bank of India with a minimum rate of 4½ per cent, [the limit also being reducible by one lakh per annum as recommended by the said Municipal Council dated 8th August, 1952.]

Whereas the Bank has agreed to advance the aforesaid sum of five lakhs to the Mysore City Municipal Council for the purposes mentioned above and under the terms and conditions set forth in the two Government Orders referred to above

Now therefore this Deed of Guarantee Witnesseth that in pursuance of the above agreement and in consideration of the above sum of Rs Five lakhs being advanced to the Mysore City Municipal Council, the Guarantor hereby agrees and covenants

1 That the Guarantor will be jointly and severally liable with the Principal debtor in respect of the amounts due and owing by them in the aforesaid Overdraft account to the extent of Rupees five lakhs only & the interest thereon as aforesaid above and will repay the said amount to the Bank if the said principal debtor fails to pay the same on demand

2 If the principal debtor fails to pay any one or more instalments on the due date or dates, the Guarantor shall immediately thereafter be liable to pay the said instalment or instalments to the Bank

3 That this Guarantee shall be and have effect as a Continuing Guarantee and shall not be revocable by the Guarantor except with the consent of the Bank ~~and~~ or until all the amounts due to the Bank as aforesaid are finally discharged

4 That [the variance made in the terms of the contract or advance with the principal debtor or in the rate of interest or] the taking of any other additional security, or the giving of any further or other advances, or the giving of time to the principal debtor or the absence of demand for payment either on the principal debtor or the guarantor shall not operate as a discharge of the Guarantor's liability to the Bank in respect of the amounts guaranteed as aforesaid

5 That the Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the said principal debtor

6 That the amount of five lakhs may be allowed to be operated on by the principal debtor and the Bank shall furnish to the Guarantor the State of Overdraft account of the principal debtor only on a written request therefor and not otherwise

7 That any account settled between the Bank and the principal debtor shall be conclusive evidence against the Guarantor and shall not be questioned by the Guarantor except on the ground of mistake or fraud.

IN WITNESS WHEREOF ~~the Guarantor represented by~~ under the direction & authority of the Raja Bahadur His Highness has hereunto set his hands this day, month and year above first written in the presence of Witnesses who have attested it

WITNESSES

THIS DEED OF GUARANTEE executed this the day of 1953 by the Rajapramukh, His Highness the Maharaja of Mysore, acting in the exercise of the Executive Power of the State of Mysore (hereinafter called the Guarantor, which term shall whenever the context so requires or admits mean and include his successors in office,) in favour of the Bank of Mysore Ltd , a Joint Stock Company incorporated under the Mysore Companies Act and having its Registered Office and principal place of business in Avenue Road, Bangalore City (hereinafter called the Bank which term shall whenever the context so requires or admits mean and include its successors in business, representatives and assigns) is as follows -

Whereas the Municipal Council, Mysore City (hereinafter called the Principal Debtor) has at its Special Meeting held on Friday, the 22nd June 1951 resolved to obtain financial accommodation to the extent of five lakhs from the Bank on an overdraft basis for the purpose of financing a scheme of tarring the roads in the City and for other revenue yielding schemes and has accordingly requested the Bank to provide financial accomodation to the extent noted above 1951

Whereas the Government of Mysore have in their Order No L 8852-55/C M 76-51-2 dated Bangalore, the 17th Nov 51 sanctioned the proposals of the said Municipal Council and offered to stand guarantee for repayment of the Principal with interest thereon in respect of the overdraft arrangement and whereas the Government have in their Order No L 12104-7/ C II 58-52-2 dated Bangalore the 28th October 1952 further agreed that their guarantee for the obtaining of the financial accommodation by the Mysore City Municipal Council on an Overdraft basis be limited to five lakhs with interest at one percent over the rate of the Reserve Bank of India with a minimum rate of 4½ per cent,

Whereas the Bank has agreed to advance the aforesaid sum of five lakhs to the Mysore City Municipal Council for the purposes

mentioned above and under the terms and conditions set forth in the two Government Orders referred to above

Now therefore this Deed of Guarantee witnesseth that in pursuance of the above agreement and in consideration of the above sum of rupees five lakhs being advanced to the Mysore City Municipal Council, the Guarantor hereby agrees and covenants

1. That the Guarantor will be jointly and severally liable with the Principal debtor in respect of the amounts due and owing by them in the aforesaid overdraft account to the extent of Rupees five lakhs only and the interest thereon as provided above and will repay the said amount to the Bank if the said principal debtor fails to pay the same on demand
2. If the principal debtor fails to pay any one or more instalments on the due date or dates, the Guarantor shall immediately thereafter be liable to pay the said instalment or instalments to the Bank
3. That this Guarantee shall be and have effect as a Continuing Guarantee and shall not be revocable by the Guarantor except with the consent of the Bank or until all the amounts due to the Bank as aforesaid are finally discharged
4. That the taking of any other additional security, or the giving of any further or other advances, or the giving of time to the principal debtor or the absence of demand for payment either on the principal debtor or the guarantor shall not operate as a discharge of the Guarantor's liability to the Bank in respect of the amounts guaranteed as aforesaid.
5. That the Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the said principal debtor
6. That the amount of five lakhs may be allowed to be

be operated on by the principal debtor and the Bank shall furnish to the Guarantor the State of Overdraft account of the principal debtor only on a written request therefor and not otherwise

7 That any account settled between the Bank and the principal debtor shall be conclusive evidence against the Guarantor and shall not be questioned by the Guarantor except on the ground of mistake or fraud

IN WITNESS WHEREOF has under the direction and authority of the Rajapramukh, His Highness the Maharaja of Mysore, hereunto set his hands this day, month and year above first written, in the presence of witnesses who have attested it

WITNESSES

1.

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